



REQUEST FOR PROPOSALS
Temporary Staffing Services

ISSUED BY:

THE CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069

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Human Resources Division
Department of Human Resources and Administrative Services

RESPONSES DUE:

August 15, 2014

Section 1. INVITATION TO PROVIDE QUALIFICATIONS AND PROPOSE SERVICE

1. The City of West Hollywood is soliciting proposals from temporary staffing agencies interested in providing temporary staffing services to the City of West Hollywood which will be subject to periodic review of satisfactory performance, negotiation of terms (including price) and availability of funds.

The purpose of this Request for Proposals (RFP) is to provide the City with a qualified service provider who has the capability to perform the tasks described in the Scope of Work.

Section 2. BACKGROUND

The City of West Hollywood, known as the “Creative City,” was incorporated in 1984. It is 1.9 square miles in area and is bounded by Beverly Hills to the west, Hollywood to the east, and Los Angeles to the north and south. West Hollywood is home to approximately 34,399 residents and over 2,800 businesses. Sixty-four percent (64%) of adults are college-educated, and 36% of households earn more than \$75,000 annually. Approximately 41% of the City’s residents are gay or lesbian, 4% are Russian-speaking immigrants, and close to 15% are senior citizens.

The City’s main industries are hospitality (hotels, restaurants, and nightclubs), entertainment (production, post-production and related uses) and arts and design (furniture and art galleries). Its thriving retail community includes some of the regions’ most well known restaurants, hotels, and shops, including House of Blues, the Comedy Store, and Mondrian and Sunset Marquis Hotels, and the Sunset Plaza shopping district.

West Hollywood’s dynamic business community is a reflection of the City’s artistic richness and support of idealism and creativity. The City is the center of the fashion, design, and communications industries, and home to the Pacific Design Center and the Avenues of Art and Design. A business friendly community, it has one of the lowest business tax rates in the Los Angeles region, and the lowest rate of cities on the Westside.

West Hollywood is also known for its progressive public policies and sensitivity to civil and human rights issues. Extensive support programs for seniors, residents living with HIV and/or AIDS, and local youth are administered through the City. The City has spends roughly 4.2 million annually on social services programs, and spends an estimated \$2.2 million annually on various social-service related transportation programs.

Section 3: SCOPE OF WORK

The City's primary objective for this RFP is to obtain qualified and competent temporary personnel on a timely basis. The scope of services set forth in this RFP represents an outline of the services which the City anticipates the successful agency or agencies will perform.

A. Workers to be Provided

Selected agency(ies) shall provide the City, on request by the City, with qualified temporary staffing services for the classification specifications (Attachment A) of this RFP. The agency will carefully pre-screen all temporary personnel prior to referral to the City to assure that they possess all of the required skills and abilities to perform the assigned tasks. The temporary personnel provided shall meet the minimum qualifications, minimum education and experience required by the classification specification for the job to be performed. The agency will be informed of the specific duties or class title, length of assignment, and any specific skills or abilities required. A copy of the relevant classification specification for temporary staffing services requested shall be sent by the City to the agency at the time of the request.

Each agency shall conduct fingerprint-based background checks and employment reference checks for selected temporary personnel within a reasonable time frame prior to start date of assignment. All agencies shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. If the agency uses an outside company to conduct background checks, the agency shall only use registered, licensed investigators.

All agencies shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. The agency must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to the City. If applicable, the agency must also conform to the provisions of the Patient Protection and Affordable Care Act (ACA) of 2010.

B. Procedure for Requesting Temporary Personnel

A designated City representative thereof, hereinafter referred to as "Appointing Authority", may contact the agency to request temporary staffing services. The Appointing Authority shall be responsible for providing the agency with all necessary job information in order for the agency to place the most qualified competent temporary personnel with the Appointing Authority.

Depending upon the category and skill level required of the temporary personnel, the City may (1) ask the agency to provide resumes and other related information from which the City will select the appropriate individual(s),

possibly after interviewing one or more candidates, or (2) ask the agency to select an individual with the appropriate skills and experience and arrange for that person to report to a designated work site on a specified date. Ideally, the agency will designate a qualified employee acceptable to the City at least two (2) working days prior to the date the temporary personnel is required to report to work. Occasionally, however, the City may have an urgent need due to some unforeseen emergency. Should such emergency occur, the agency shall designate a qualified person acceptable to the City within two (2) working hours prior to the time the temporary personnel is required to report to work. Should the primary agency be unable to provide acceptable temporary personnel in a timely manner, the City may cancel its request with the agency.

C. Placement of Temporary Personnel with Appointing Authority

The agency shall make all necessary arrangements with the Appointing Authority for the agency's employees to report and commence work for the City as temporary personnel. Should the Appointing Authority find that within the first four (4) hours of employment, the assigned temporary personnel fails to meet the minimum qualifications for the position or the work performance of the temporary personnel is unsatisfactory, the agency shall not charge the City for that person's time. Upon notification, the agency shall then remove the temporary personnel from the City work site and, if requested by the City, provide a qualified replacement worker within 24 hours of removal.

D. Time Sheets and Invoices

Selected agency(ies) shall be responsible for communicating the agency's safety practices, benefits, timecards, and safety practices to the City and to its employees. Agency(ies) shall provide weekly time sheets which may include a 9/80 work week to the Appointing Authority that shall be designed to accurately reflect actual hours worked per week by each temporary personnel. Agency(ies) shall submit itemized invoices for payment directly to the Appointing Authority. The invoice shall indicate the full name of the temporary personnel, the hourly rate of pay received by the temporary personnel for each assignment (as indicated in the agency's original proposal), the agreed-upon hourly rate paid to the agency, including markup percentage (as indicated in the agency's original proposal), and the subsequent total bill hourly rate for each assignment. The agency shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each temporary personnel. Temporary personnel shall remain the employee of the agency(ies) and shall not receive City benefits.

The agency shall provide the Appointing Authority with detailed temporary personnel reports that include data such as: name of employee, classification specification title, start and end dates (or anticipated end date), etc., and ad hoc reports, as requested.

Section 4. STATEMENT OF UNIVERSAL ACCESS

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. To the fullest extent possible, any program and physical components of the proposed program submitted in connection with this Request for Proposals must be readily accessible to, and usable by persons with disabilities. More over, universal access must be aesthetically pleasing and functional for people with mobility, visual, hearing and other impairments as well as for those who have no significant disability.

Section 5. REQUIREMENTS FOR SUBMITTAL

An original and four (4) unbound copies of the proposal are requested with each addressing the following:

- A. Description of agency, including locations of offices and persons responsible for contracting services.
- B. Statement of understanding of the services requested, including a narrative and work plan outlining an approach for addressing the requirements of the RFP.
- C. Provide a statement of the firm's qualifications as they relate to the scope of services.
- D. Indicate prior experience in delivering the type, scope, and magnitude of services solicited under this RFP, specifically working with a diverse workplace.
- E. Explain the firm's ability to provide a dedicated point of contact resource for orders and issue resolution, etc. Provide a resume describing the individual's background, ability and experience in conducting the proposed activities.
- F. Provide an explanation of how background checks processed.
- G. Using Attachment A, provide the proposed hourly billing rate for each classification specification and the percentage of mark-up. In addition, provide an explanation of the rate calculation method.
- H. List at least three (3) references that are familiar with your ability to provide the required services. Include contact names, addresses, and phone numbers.
- I. Additional information that the firm deems appropriate to assist in evaluating the proposal submitted.
- J. Selected agency shall fully comply with the workers' compensation law, and maintain insurance in force at all times during the terms of this

agreement.

- K. Selected agency shall abide by the provision of the West Hollywood Equal Benefits Ordinance.
- L. Selected agency shall abide by the provisions of the West Hollywood Living Wage Ordinance. (See attachment C for Contract Requirements)
- M. Selected agency must affirm it does not honor the Arab League Boycott of Israel. (See attachment C for Contract Requirements)

Section 6. EVALUATION CRITERIA

Responses to this Request will be evaluated on:

- A. Experience in providing similar services to municipalities
- B. Knowledge of the West Hollywood community and services we provide
- C. Personnel, size of staff, management, training, and qualifications
- D. Agency's ability to adhere to the City's 9/80 alternative workweek schedule which includes overtime hours in accordance with a defined workweek of 40 hours (Labor Code 511. (a)) and ends at noon on Friday
- E. Reasonableness of proposed fee schedule in relation to scope of services provided
- F. Demonstrated commitment to equal opportunity in hiring
- G. Agency's ability to accept a 45 up to 65 day payment cycle

The City will review each proposal and select the top candidates to attend an interview currently scheduled for the week of August 25, 2014. Interviews will last approximately one (1) hour and will include detailed questions regarding methodology, qualifications and relevant work experience.

The anticipated schedule for this Request for Proposals is as follows:

July 31 st	Issuance of RFP
August 15 th	Proposal Due Date
August 25 th – 29 th	Interviews with short-listed consultants
September 22 nd	Approval of contract with selected consultant

VI. ATTACHMENTS

Attachment A: Classification Specification Rate Table

Attachment B: Guiding Values for City Staff

Attachment C: Contract Requirements

Attachment D: Certifications

Section 8. PROPOSAL SUBMISSION AND OPENING

All proposals must be received by the City of West Hollywood no later than **5:00 p.m., Friday, August 15, 2014** in order to be considered.

An original and four (4) unbound copies of the proposal are requested with each submittal.

Interested parties should send their completed proposals to the following address:

**City of West Hollywood
Attn: Yvonne Quarker, City Clerk
8300 Santa Monica Blvd
West Hollywood, CA 90069**

Section 8. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

Attachment A

CLASSIFICATION SPECIFICATIONS

Position	Hourly Pay Rate <small>(effective 7/1/14-6/30/2014)</small>	Markup %	Hourly Billing Rate
Administrative Specialist I	\$22.05		
Administrative Specialist II	\$22.44		
Administrative Specialist III	\$26.03		
Administrative Specialist IV	\$29.48		
Professional Support Specialist	\$29.48		
Accounting Technician	\$26.03		
Accounting Finance/Specialist	\$29.48		
Accounting Coordinator	\$35.46		
Accountant	\$36.12		
Network Administrator	\$34.22		
Maintenance Technician	\$22.44		
Senior Maintenance Technician	\$26.03		

Attachment B

Guiding Values for City Staff

The City of West Hollywood must always be guided by the principle that every individual has dignity and worth, that every part of the community deserves the best service we can provide, and that we are here, specifically, to provide service and support to our constituents. In all that we do, we must show respect – for both the constituency we serve and for the men and women who constitute City staff, recognizing and encouraging their individual needs, aspirations, and capabilities. It is on the foundation of these core principles that our operating values are defined.

OPERATING VALUES

Provide supportive professional service to the community and our colleagues by promoting human rights, mutual respect, courtesy, and individual expression.

Consider each citizen and fellow employee with whom we come in contact as a customer deserving and entitled to the best service we are capable of providing.

ACCOUNTABILITY

Shoulder personal responsibility among City staff, the City Council, the community, businesses, and other agencies.

When referring people to other staff members, make the time to follow up on the results of the referral.

Do all we can to provide as satisfactory an outcome as possible in each given situation.

EFFECTIVE COMMUNICATION

Strive to respond promptly, courteously, and respectfully to citizen inquiries, suggestions and complaints.

Employ the same courtesies in dealing with our colleagues.

Make an effort to maintain our spontaneity and human qualities in the face of repetition and frustration.

CREATIVITY AND INNOVATION

Find new and better ways of doing things.

Be willing to explore avenues other than the obvious to provide service and solve problems.

RESPECT FOR THE PLANET

Make it our personal responsibility to protect and improve our natural and urban environments in all ways possible.

Attachment C

CONTRACT REQUIREMENTS

Contractor should be prepared to sign a contract that includes the following clauses:

1. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance. These records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

2. TERMINATION

7.1.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

2.1.2 **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

3. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's negligent or wrongful acts, errors, or omissions in the performance of the services under this Agreement. In the event the CITY indemnities are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:

7.1.1. The CONTRACTOR shall provide a defense to the CITY indemnities or at the CITY's option reimburse the CITY indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and

7.1.2. The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnities with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.

4. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

5. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

6. RESTRICTIONS: Arab League Boycott of Israel. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

7. INSURANCE REQUIREMENTS

Respondent shall, at its expense, obtain, keep in force, and maintain insurance to cover its performance under this order as follows:

- | | |
|---|---|
| 1. Commercial General Liability Insurance | \$1,000,000 per occurrence
\$1,000,000 general aggregate |
| 2. Automobile Liability Coverage | \$1,000,000 |
| 3. Workers' Compensation Coverage | Statutory |
| 4. Professional Liability Insurance | \$1,000,000 |

The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the above insurance policies:

- 7.1. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 7.1.1 below.
- 7.1.1. The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.
- 7.1.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 7.1.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 7.1.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 7.1.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 7.1.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

Attachment D

CERTIFICATIONS

Please ensure that this Certification is initialed and included as part of your proposal. Any proposal received without this certification will not be considered.

1. By submission of this proposal, the applicant agrees to abide by the provisions of the West Hollywood Living Wage Ordinance. The applicant also agrees that, during the term of the contract, the applicant shall keep on file with the City, sufficient evidence of its employee compensation to enable verification of compliance with the City of West Hollywood Living Wage Ordinance.

Initial: _____

2. By submission of this proposal, the applicant represents neither it, nor any subsidiary substantially owned by it, honors the Arab League Boycott of Israel.

Initial: _____